

34030020K3
016263

US EPA RECORDS CENTER REGION 5



515702

YNGVE, YNGVE & REIERSGORD
ATTORNEYS AT LAW
8250 WAYZATA BOULEVARD
MINNEAPOLIS, MINN. 55416

August 21, 1972

044-0481

ARTHUR YNGVE
BUTHER YNGVE (1904-1968)
ALBERT B. YNGVE
THOMAS E. REIERSGORD
BARBARA REIERSGORD

Mr. Russell A. Sorenson
Thiel and Sorenson
523 Marquette Avenue
Minneapolis, Minnesota 55402

RE: Our File 10-251

Dear Mr. Sorenson:

I have now received a copy of the Railroad Siding Agreement dated September 30, 1925, and I am enclosing a copy.

I am also enclosing a copy of the March 27, 1957 Agreement as I previously sent to Mr. Carlson, inasmuch as he apparently only sent you the first two pages of it.

As mentioned before, it is the Company's interpretation that the use of the Company land was permissive and that this permission will now expire with the closing of the sale of the real estate. Presumably, any new rights which might follow permissive rights would have to be paid for by the Railroad or the parties served. I also am informed that Reilly Tar and Chemical Corp. is the owner of the railroad ties under a portion of the line and it may be that they will see fit to remove these ties inasmuch as they are not Railroad property.

As I mentioned before, because the extension permission as contained in the 1957 Agreement was gratuitous as far as your clients are concerned, the Company does not feel that it is reasonable to purchase back rights which were freely given in the first instance. This is particularly true since the rights were specifically terminable and the contemplated termination is now occurring.

Very truly yours,

YNGVE & REIERSGORD

Thomas E. Reiersgord

TER:k

CC: Mr. Thomas J. Ryan - Indianapolis ✓
Mr. Herbert Finch - Minneapolis

208347